

ARTICLE 1
ACCESS/UNION RIGHTS

A. GENERAL PROVISIONS

1. The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Teamsters Local 2010 employees of union activities. In the interest of facilitating these purposes, and in accordance with local campus/hospital/Laboratory procedures and applicable law, the parties agree to this Article.

The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/hospital/Laboratory.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit member's matters pertaining to this Agreement. The union representative shall give advance notice prior to arrival in accordance with local campus/hospital/Laboratory procedures.
2. Teamsters Local 2010 will furnish the University with a written list of all Teamsters Local 2010 representatives. Teamsters Local 2010 designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by Teamsters Local 2010 and any changes, additions or deletions to the list shall be made in writing to the University.
3. Such internal union business as membership recruitment, campaigning for union office, hand billing or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.
4. When accessing the workplace, Teamsters Local 2010 shall comply with reasonable local campus/hospital/laboratory procedures and applicable law and shall not impede, interfere with, or obstruct patient care delivery, or business operations, or compromise private health information.

C. EMPLOYEE REPRESENTATIVES

1. The University shall recognize Teamsters Local 2010 designated employee representatives who are members of the bargaining unit. The function of the Teamsters Local 2010 designated employee representative shall be to inform

employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

2. For the purposes of receiving paid release time as provided in this section, Teamsters Local 2010 may designate four University employees as Teamsters Local 2010 designated employee representatives at each campus/hospital/Laboratory. Additionally, in the event the campus/hospital/Laboratory has more than 200 employees, Teamsters Local 2010 may designate one additional Teamsters Local 2010 designated employee representative for each additional 100 bargaining unit members thereafter, up to a maximum of thirty (30) Teamsters Local 2010 designated employee representatives. Teamsters Local 2010 shall not designate more than one Teamsters Local 2010 designated employee representative per department unless the department has more than 200 employees in which case there can be up to 1 per 100 CX employees. The department Teamsters Local 2010 representatives may not be from the same smaller unit (4 or less CX employees) of such a large department.
 - a. The total cumulative use of paid release time for the Teamsters Local 2010 designated employee representative shall be limited to 10 hours in any one month. University convened meetings pursuant to Article 7 – Grievance Procedure, shall not be deducted from this block of time.
 - b. Such paid release time shall be for grievance-related activities such as:
 - 1) The initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - 2) One-on-one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 7 – Grievance Procedure;
 - 3) Meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievances are presented/signed or with whom time limit agreements are achieved;
 - 4) Informal Review meetings held pursuant to Section E. of Article 7 – Grievance Procedure.
 - c. Any request for release time shall be made to the Teamsters Local 2010 designated employee representative's supervisor prior to the activity for which release time is requested. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.
 - d. At its sole discretion, the University may authorize use of release time in excess of the 10 hours per month limitation. The exercise of this discretion and/or the enforcement by the University of the 10-hour

maximum shall under no circumstances establish a precedent for the Teamsters Local 2010 designated employee representative or department involved nor shall the allowance of greater than 10 hours in a month for a Teamsters Local 2010 designated employee representative have any effect or bearing on the ability of the University to enforce the 10-hour maximum on any other Teamsters Local 2010 designated employee representative.

- e. Should a question of possible abuse of these release time provisions arise, the University will so notify Teamsters Local 2010, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

D. MEETING ROOMS AND BULLETIN BOARDS

1. Teamsters Local 2010 shall be granted use of general purpose meeting rooms. Such use shall be arranged in advance with the designated campus/hospital/Laboratory office and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative space.
2. Teamsters Local 2010 shall have access to general-purpose bulletin boards and shall have the use of those bulletin boards (including electronic bulletin boards, where available, in accordance with local procedures.) Any materials posted must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the Teamsters Local 2010 provided material within one business day.

E. MAIL DELIVERY

United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes in the normal manner and in accordance with University procedures and policies with regard to the U.S. mail. In departments where employee mailboxes exist, the union shall have reasonable use of them consistent with the access provisions of this Agreement. In departments where individual mailboxes are in a restricted work area, Teamsters Local 2010 may make arrangements with the responsible University official in the restricted work area to have the Teamsters Local 2010 mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute Teamsters Local 2010 mail to employees by the normal method.

F. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS

1. On a monthly basis, the University shall provide Teamsters Local 2010 with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following data fields: name, title, title code, date of

hire, annual salary rate, percentage appointment, appointment type, campus mailing address and hiring unit, email address, separation date and reason, leave of absence date and reason, and dues indicator. In addition, the list will include the home address and telephone number of bargaining unit members unless the employee has specifically requested that the home information not be released. The University will provide Teamsters Local 2010 a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit. The data fields provided via FTP are subject to change upon agreement of the parties.

2. The Union will inform bargaining unit employees of their right to designate their home address and telephone number as confidential. Such notice will be provided when the Union provides its "Hudson" notice to employees.
3. The University will delete from bargaining-unit employees' employment forms the option of withholding home addresses and phone numbers from the Union.
4. Upon written request by Teamsters Local 2010, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which Teamsters Local 2010 can correspond with said individuals. The mailing service shall keep confidential the home address of the employees who have requested that the home information not be released. Teamsters Local 2010 will bear all costs associated with this service.
5. Employee work and home addresses and telephone numbers shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.
6. The Union agrees to defend, indemnify and hold harmless the University of California (including its subdivisions and employees) from any claim, suit or liability of any nature arising from (a) a challenge to this Section F; or (b) any action of the Union taken pursuant to, or in violation of, this Section F. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.
7. **LBNL**

The Laboratory shall continue to provide its monthly list and change list on a monthly basis. The monthly list will include the following data fields: name, title, title code, date of hire, annual salary rate, percentage appointment, appointment type, campus mailing address and hiring unit, email address, separation date and reason, leave of absence date and reason, and dues indicator. In addition, the list will include the home address and telephone number of bargaining unit members unless the employee has specifically requested that the home information not be released. The Laboratory will provide Teamsters Local 2010 a monthly change list in its current form, which includes the following data fields: union codes, job codes, employee ID, name, effective date, action, reason, dept. ID, and ethnic group. The information provided in the lists is subject to change upon agreement of the parties.

G. POSTING OF THE AGREEMENT

1. Within fourteen (14) calendar days after reaching tentative agreement, the University shall provide the union with an electronic copy of the tentative agreement.
2. The University may post the Tentative Agreement on the UC website at the time it provides the copy to Teamsters Local 2010. The posting shall be marked "Draft – Pending Final Approval of Teamsters Local 2010 and UC."
3. Following ratification, the University will post the final ratified agreement on its website.

H. TELEPHONE

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 7 – Grievance Procedure. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. The University may audit employee representatives' use of the telephone system to the same extent as it may audit other employee's use of such equipment.

I. E-MAIL USE

Teamsters Local 2010 designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 7 - Grievance Procedure. The frequency and duration of email use shall not interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

J. NEW EMPLOYEE ORIENTATIONS

1. The University (where applicable) shall notify Teamsters Local 2010 in advance of scheduled new group employee orientations, if any, upon request of the local Teamsters Local 2010 representative.
2. At the University's new employee orientation, if any, packets of information supplied by Teamsters Local 2010 shall be made available.
3. Teamsters Local 2010 shall be permitted to meet with the new CX-Unit employees according to campus/hospital/Laboratory timetables and practices for thirty-minutes on paid time, at new employee orientation sessions, if any, for the purpose of sharing information with new CX-Unit employees. In the event the University does not conduct an in-person new employee orientation, Teamsters Local 2010 shall have thirty-minutes of paid time to meet with new CX-Unit employees at their worksite, within 15 days of their start date, for the purpose of sharing information.

4. Information about the time and location of the Teamsters Local 2010 meeting shall be announced at the new employee orientation meeting, if any. Employees may attend Teamsters Local 2010 meeting on non-work time, such as lunch or break times.
5. The University and Teamsters Local 2010 agree to meet and discuss over arrangements to accomplish the goals of this section.

K. LEAVE OF ABSENCE FOR UNION BUSINESS

1. General Conditions

a. Long-Term Paid Reimbursed Leave

- 1) Upon at least thirty (30) calendar days advance written request from Teamsters Local 2010 and the employee, the University shall grant one (1) Teamsters Local 2010 represented employee at a time per campus/hospital/Laboratory an extended paid reimbursed leave to engage in union business. The union/employee shall specify the duration of the extended leave of absence at the time the employee requests the leave. No such leave shall be granted unless the written request specifies the duration of the leave.
- 2) Long-term leaves of absence shall be for a period of not less than one (1) year. In no situations shall the University grant a long-term leave of absence for a period of more than three (3) years.
- 3) The University, due to operational requirements, may postpone the date a paid reimbursed leave is scheduled to begin.

b. Short-Term Paid Reimbursed Leave

- 1) Subject to operational considerations, upon at least thirty (30) calendar days written request from Teamsters Local 2010 and the employee, the University will grant short-term paid reimbursed leaves for union business to one (1) employee at a time per campus/hospital/Laboratory. Such paid reimbursed leave shall be granted for a fixed period of time not less than two days and not longer than 364 days. The duration of the leave shall be specified at the time the employee requests the leave. No leave shall be granted unless the written request specifies the duration of the leave. Requests for short-term leave shall not be unreasonably denied.
- 2) The University shall not be required to return an employee on paid reimbursed leave to active employment status prior to the completion of the stated duration.

c. Pay Status

- 1) During paid reimbursed leave, the employee shall be paid by the University, and shall continue to accrue service credit; and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.
- 2) During the paid reimbursed leave the employee shall be eligible for increases in accordance with campus practices.
- 3) Any leave granted in accordance with this section shall not constitute a break in service.
- 4) During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on Union leave, University employees shall be covered by Teamsters Local 2010 Workers Compensation carrier.

d. Union Reimbursement

- 1) The Union shall reimburse the University for all costs of employee compensation, including but not limited to, wages plus all benefits provided to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within 30 days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment. The University, on a location-by-location basis, and in its sole discretion, may calculate the cost of benefits on an actual cost basis, or on a percentage estimate of the actual cost of benefits.

2. **Return From Leave**

- a. The University shall not be required to return an employee on a leave of absence for union business prior to the return date specified at the start of the leave.
- b. At least forty-five (45) calendar days prior to the completion of the long-term leave of absence, Teamsters Local 2010 shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University.
- c. Upon return, the employee shall be placed in the same position from which s/he took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in her/his previous position shall be consistent with staffing reductions and/or layoffs, which may have occurred during the period of the paid reimbursed leave.

3. Attendance At Local Meetings

Upon fourteen (14) calendar days' advance written notice to Local Labor Relations, local union officers and local employee representatives included on

the list provided to the University by Teamsters Local 2010, as set forth in Section B.2. of Article 1 - Access, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

L. RELEASE TIME FOR BARGAINING

1. The University shall provide release time in a without-loss-of-straight-time-pay status for not more than one (1) active status University CX-Unit employee per campus (including LBNL), for a total of eleven (11) bargaining team members from the CX-Unit. Teamsters Local 2010 is expected to designate in writing permanent and alternate team members who are members of the bargaining unit and in active employment status at least 30 calendar days prior to the first bargaining session. Nothing in this section shall preclude Teamsters Local 2010's appointment of a permanent bargaining team member during the course of negotiations from a location where a permanent team member had not been selected previously. Substitution of alternate members for permanent members is permitted only upon Teamsters Local 2010's provision, in writing, of the name and work location of the employee team member alternate, seven (7) calendar days in advance of the scheduled bargaining session unless the parties agree otherwise.
2. The University will provide release time for designated team members, no more than one per location, in a without-loss-of-straight-time-pay status to attend scheduled bargaining sessions for negotiations.
3. Such release time in without-loss-of-straight-time-pay status shall be provided only for scheduled negotiation sessions and only for days on which the team member would have been scheduled to work. Such hours shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session, not to exceed 40 hours per week. Such release time shall not count in the calculation of overtime or other ancillary pay/premiums.
4. Bargaining sessions are defined as scheduled face-to-face meetings and related caucuses during meeting days for the purpose of negotiating wages, hours, and other terms and conditions of employment. The travel time included in the release time without loss of straight-time pay status is the reasonable amount of time for direct travel to and from the bargaining team member's place of employment.
5. It is expected that employee bargaining team members shall provide their supervisors, and local Labor Relations (unless otherwise provided in writing) with written notice of all bargaining sessions as soon as practicable following the

scheduling of bargaining sessions. A bargaining team member may be denied release time for bargaining, if written notice is not provided at least 14 calendar days prior to the scheduled bargaining, unless the parties agree otherwise. In the event a bargaining session is scheduled with less than 14 calendar days advance notice, the University will ensure release time for primary and/or alternate members of Teamsters Local 2010 bargaining team is granted.

6. In order to facilitate successor negotiations, eleven (11) Teamsters Local 2010 representatives (no more than one from each campus) shall receive five (5) days of paid release time in order to prepare and provide the University with Teamsters Local 2010's Notice of Intent to Negotiate the Agreement, and a comprehensive set of initial proposals prior to the commencement of negotiations.